

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

NORTHLAND INSURANCE COMPANY

Plaintiff,

v.

DOMINICK P. STRANIERI and
APPRAISALS LIMITED
ENTERPRISES, INC.,

Defendants.

CIVIL ACTION NO. 3:06-CV-1809

(JUDGE CAPUTO)

MEMORANDUM ORDER

Presently before the Court is Plaintiff Northland Insurance Company's Motion (Doc. 41) for Reconsideration, or in the alternative, certification for interlocutory appeal, of the Court's Memorandum and Order of December 6, 2007 (Doc. 40), which held that although Plaintiff had no duty to indemnify or defend its insured, Defendant Dominick Stranieri, in four (4) underlying lawsuits, Stranieri's affirmative defense that he would be prejudiced by Northland's withdraw from representation created a question of material fact that rendered judgment on the pleadings in favor of Plaintiff inappropriate. (*Id.*) Defendant Stranieri now concedes, however, that his discharge in bankruptcy moots any claim to prejudice; as such, no questions of material fact remain and Plaintiff is entitled to judgment as a matter of law.

Therefore, **NOW** this 28th day of July, 2008, it is **HEREBY ORDERED** that:

- (1) Plaintiff's Motion for Reconsideration (Doc. 41) is **GRANTED**.
- (2) Plaintiff's Motion for Judgment on the Pleadings (Doc. 26) is **GRANTED**.

Plaintiff does not owe Defendant a duty to defend or indemnify in the four

(4) underlying lawsuits referenced in the Court's December 6, 2007
Memorandum and Order.

/s/ A. Richard Caputo
A. Richard Caputo
United States District Judge